

No. 11(112)-3Lab-79/11257.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s Bhartia Electric Steel Company Ltd., Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 186 of 1979.

Between

THE WORKMEN AND THE MANAGEMENT OF M/S. BHARTIA ELECTRIC STEEL COMPANY
LIMITED, FARIDABAD

Present:—

Shri Ram Parkash for the workmen.

Shri K.P. Agarwal for the management.

AWARD

By order No. ID/26368, dated 21st June, 1979, the Governor of Haryana referred the following disputes between the management of M/s. Bhartia Electric Steel Company Limited, Faridabad and its workmen, to this Tribunal, for adjudication in exercise of the powers conferred by clauses (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

1. Whether the incentive bonus scheme should be introduced ? If so, with what details ?
2. Whether the workmen working in the Heat and Chemical departments are entitled to the grant of heat, milk and gur allowance ? If so, with what details ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared. The workmen filed claim statement. Then the case was fixed for filing written statement. But on the date fixed, the representatives for the workmen did not appear nor any of the workmen appeared. The representative for the management stated that the dispute has been settled and he produced a settlement Ex. MW-1 and prayed for an award in terms of the settlement Ex. MW-1. The settlement shall form the award, which I give hereby.

Dated the 6th September, 1979.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 891, dated 14th September, 1979.

Forwarded (four copies alongwith four copies of settlement) to the Secretary to Government, Haryana, Labour and Employment Departments Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Memorandum of settlement under section 12(3) of the Industrial Disputes Act, 1947.

Name of the parties	.. M/s. Bhartiya Electric Steel Co., Mathura Road,, Faridabad and their workmen through Bhartiya Electric Steel Co. Mazdoor Union (Regd)., Faridabad.
Representing Management	.. 1. Shri Satish Jaiswal, General Manager. 2. Shri K.P. Aggarwal, Legal Adviser.
Representing Workmen	.. 1. Shri O.P. Rana, President. 2. Shri Vishwa Nath Chaudhry, Secretary. 3. Shri Kamla Prashad Yadav, Cashier.

SHORT RECITAL OF THE CASE

Whereas the workers are alleged to have resorted to violence in the factory on 22nd March, 1979 followed by a complete strike.

Whereas the management placed under suspension a total of 45 workmen on charges of violence, assault etc.

Whereas the management declared lockout with effect from 29th March, 1979, which was subsequently prohibited by the Government of Haryana.

Whereas in consequence to the said prohibition the lockout was lifted on 5th May, 1979.

Whereas 150 workmen did not report for duty and thereafter resorted to strike which was later on joined by the remainder 54 workmen on 8th August, 1979.

Whereas certain disputes (list enclosed as Annexure 'A') are already pending adjudication before the Industrial Tribunal, Haryana, Faridabad.

Whereas the Deputy Labour Commissioner, Faridabad, intervened in the matter and held several meetings with the parties.

Therefore the following settlement is hereby evolved:—

TERMS OF SETTLEMENT

1. It is agreed by the parties that 41 suspended workmen (list enclosed as Annexure 'B') shall be taken back on duty in two lots. The first lot of 26 workmen (names appearing in Annexure 'B' from Sr. No. 1 to 26) shall report for duty on 27th August, 1979, whereas the remaining 15 workmen (whose names appear at Sr. Nos. 27 to 41 in Annexure 'B') shall report for duty on 5th September, 1979. Further the chargesheets served against the 41 workmen aforesaid shall be withdrawn. The management, however, reserve the right to issue caution memos to 15 workmen as listed in Annexure 'B' from Serial Nos. 27 to 41.

2. It is further agreed between the parties that S/Shri Kamla Parshad, Setu Parshad, Teras Mehto and Deep Chand will be paid off and their dismissal will be converted into retrenchment. As a gesture of goodwill the management shall pay one month average pay for one completed year of service alongwith one month notice pay to all the above four workmen. In addition to this, these workmen shall also be paid all their earned wages, wages in lieu of unavailed leave with wages, if any and unpaid bonus, if any, alongwith 10 days' wages *ex-gratia*. In consideration of this payment the workmen agree that no other amount/dues of any kind is payable by the management and that they shall not raise any dispute for their reinstatement/re-employment.

3. It is also agreed between the parties that no bonus is admissible for the accounting year 1977. For the accounting period commencing 1978 (1st January, 1978 to 31st March, 1979) a total bonus of 13.40 per cent calculated on 12 months wages shall be paid to all eligible employees on *pro rata* basis in full and final settlement of bonus for the above period. Advance amount already paid to the employees shall be adjusted against this amount of 13.40 per cent.

4. It is also agreed between the parties that no wages shall be paid for the strike and lockout period.

5. It is also agreed by the management to pay an advance equivalent to one month wages to all workmen and that this advance amount shall be adjusted against their 15 weekly off days working subject to availability of power for which no regular wages shall be paid and no incentive scheme provisions on despatchable production shall apply. Workers undertake that there will be no absenteeism on these weekly off days to make up the production loss suffered by the management in the lockout period.

6. It is further agreed by the management that incentive scheme in consultation with 3 representatives of workers shall be formulated in the Company latest by 30th September, 1979, keeping a no bonus limit base of 125 tonnes of despatchable production per month.

A uniform policy to issue uniforms to the workers shall also be evolved by 30th September, 1979.

7. It is also agreed by the workmen that the union will withdraw all the four pending references (Ref. Nos. 140, 144, 143 and 186 all of 1979) before the Industrial Tribunal, Haryana, Faridabad.

8 (a) It is further agreed between the parties that Shri Permishwar Yadav shall be paid off in full and final settlement as stipulated in para 2 so as to relinquish his right of reinstatement/re-employment, while Shri Ram Chhabila shall be re-employed with continuity of service but without wages for the period of un-employment.

(b) The dispute regarding reinstatement of Shri Wishwa Nath Chaudhry pending adjudication before Industrial Tribunal, Haryana, Faridabad, is hereby referred to the arbitration of Shri Dharmendra Nath, Deputy Labour Commissioner, Faridabad, whose decision shall be binding on the parties. Accordingly the parties shall move separate applications before the Industrial Tribunal, Haryana, Faridabad, for dismissal of the reference as withdrawn.

9. In the next place the parties agree that if a workman fails to join his duty latest by 12th September, 1979, it shall be presumed by the management that he has left the service of the Company of his own accord and has lost his lien on his appointment.

Lastly it is agreed between the parties that grievances of the workmen as and when they arise shall be redressed at the Plant level expeditiously. With this aim in view, the parties agree that all the grievances/complaints of the workmen including cases of termination of the service shall be referred to the General Manager through proper channel within a period of 15 days of arising of the complaint. The General Manager shall thereafter give his decision within a period of two weeks. In case the decision of the General Manager is not acceptable to the workmen or the decision does not come within the stipulated period the workmen may seek remedy available under any law in force.

The parties set their hands on this agreement in mutual goodwill and faith. The workmen/union undertake/s to maintain full discipline and optimum production in the Plant. They also undertake to have all their grievances/disputes resolved in a constitutional manner without ever resorted to violence. On the other hand the management also assure the workmen/union to continue to treat them impartially and judiciously.

Signatures of the representatives of the workmen

1. (Sd.) O. P. Rana
2. (Sd.) Bishwa Nath Chaudhry
3. (Sd.) Kamla Prashad

Signatures of the representatives of the management

1. Satish Jaiswal
2. ..
3. ..

Witnesses:

1. (Sd.)
2. (Sd.)

Signed in my presence

(Sd.)
Deputy Labour Commissioner,
Faridabad.

Dated the 25th August, 1979.

ANNEXURE 'A'

Disputes pending adjudication before Industrial Tribunal, Haryana

Serial No.	Reference No.	Matter in dispute
1	144 of 1979	.. Regarding payment of Bonus for the year 1977
2	145 of 1979	.. Regarding re-instatement of Shri Permeshwar Yadav
3	140 of 1979	.. (i) Regarding Lockout declared from 29th March, 1979 (ii) Regarding payment of Bonus for the year 1978
4	186 of 1979	.. (i) Regarding Incentive Bonus Scheme (ii) Regarding supply of Milk and Gur
5	132 of 1979	.. Regarding re-instatement of Shri Bishwa Nath Chaudhry

ANNEXURE 'B'

Serial No.	Name	Token No.
First Lot		
1	Chhadi Lal Bhagat	.. 59
2	Ram Dhani	.. 58
3	Sohit Bhagat	.. 119
4	Gorakh Nath	.. 141
5	Barma Shah	.. 313

S. No.	Name	Token No.
6	Jhagru Prasad	304
7	Sia Ram	241
8	Krishna Singh	321
9	Kaniya Prasad	453
10	Moti Chand	305
11	Dean Dayal	310
12	Jagdev Prasad	201
13	Ram Asrey-I	202
14	Majister Prasad	237
15	O. P. Rana	523
16	Manager Singh	326
17	Heera Ram	214
18	Vishnu Dutt	521
19	Raman Baitha	256
20	Lakhmir Ahmed	519
21	D. D. Rai	120
22	Rajgir Prasad	206
23	Kedar Prasad	309
24	Jugal Ram	153
25	Jogeshwar Prasad	318
26	Nand Kumar	252

Second Lot

27	Ram Iqbal	325
28	Amar Nath	317
29	Dhrup Singh	320
30	Shiv Shankar Chauhan	228
31	Shiv Prasad Mehto	209
32	Phuleshwar Prasad	335
33	Bishwanath Kar	253
34	Surinder Shah	229
35	Nathu Prasad	452
36	Bali Ram	319
37	Kapil Dev Shah	224
38	Basudev	360
39	Ramayan Singh	67
40	Manai Mehto	341
41	Raj Kumar	212

No. 11(112)-3Lab-79/11259.—In pursuance of the provision of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s Delhi Pulp Industries, Faridabad.

BEFORE SHRI NATHU RAM SHARMA PRESIDING OFFICER INDUSTRIAL TRIBUNAL HARYANA,
FARIDABAD
Reference No. 119 of 1978

between

Shri Narain Singh, workman and the management of M/s Delhi Pulp Industries Faridabad.

Present:—Shri S. R. Gupta, for the workman.

Shri R. C. Sharma for the management.

AWARD

By order No. ID/17291, dated 4th May, 1978, the Governor of Haryana referred the following dispute between the management of M/s Delhi Pulp Industries, Faridabad and its workman Shri Narain Singh, to this Tribunal, for adjudication in exercise of the powers conferred by clause (d) of such section (1) of section 10 of the Industrial Disputes Act.

Whether the termination of services of Shri Narain Singh was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, following issues were framed on 11th August, 1978:—

1. Whether the management retired the workman on superannuation legally ?
2. If issue No. 1 is proved in the negative whether the termination of services of the workman concerned was justified and in order ? If not, to what relief is he entitled.

And the case was fixed for the evidence of the management. The management examined Shri Mool Chand Gupta, their Head Time Keeper as MW-1, Shri Onkar Sharma Time Keeper as MW-2 and closed their case. Then the case was fixed for the evidence of the workman. The workman examined himself as WW-1 and closed his case. The case was fixed for hearing of arguments. Arguments were heard at length. I now give my findings issues-wise :—

*Issue No. 1:—*The workman stated in his claim statement that he was appointed on 26th November, 1966 and his services were terminated on 28th October, 1977. The management stated in their written statement that the services of the workman were delegated for some time and lent to M/s Orient Steel Limited and the workman due to his old age and superannuation of about 75 years became slack in his work and was not in a position to work rightly and perfectly. His physical structure and Eye sight was not in a good condition. The age of 70 or 75 years of workman was admitted by the workman in his letter to the management. M/s Orient Steel reported the matter to this management. The management then retired the workman from service. Ex. W-1 is a letter to the workman regarding delegation of his services. This extended the period of deligation for one month from 1-8-77. The letter is dated 29th July, 1977. Ex. W-5 is attendance card of the management which records that the workman was marked present up to 27th October, 1977. MW-1 proved certain documents which stated that the services of the workman were delegated to M/s Orient Steel Limited. He also stated that the Director of two factories are different. The workman was receiving his payment from this management viz. M/s Delhi Pulp Industries. He denied that the services of the workman were terminated simplicitor in order to avoid domestic enquiry. He denied that Ex. M-1 and notice thereon were prepared afterwards in support of their case. The medical examination of the workman was not got done. The management did not send any notice to the Government. He stated that they had actually retired the workman. They had not made any seniority list as it was not necessary according to them. MW-2 stated that Mr. Mai Chand Gupta gave the original of Ex-M-2 to the workman and explained its contents to him who received it but did not signed its receipt. The chowkidar Shri Chandrika Parshad was also present. In cross-examination he stated that Shri Mai Chand was his immediate boss. He stated that the workman was working in M/s Orient Steel Industry but occasionally when there was some work he was to be brought. But the workmen came to their factory for receiving wages. The workman used to come on the 7th and also for handing over attendance card and also for receiving new attendance cards. The workman stated that he was charge sheeted. He gave reply. No enquiry was held. He also stated that in October 1977 his age was about 62 or 63 years and there were no rules in the company for retirement and there were old age workman and he was not deficient. He was doing similar work as he was doing 5 or 6 years back. One Shri Rai had asked him to make a pattern. The workman told him that this might be done earlier, some time it takes 3-4 days if some bottleneck comes. Shri Rai asked him to resign. He did not resign and therefore, his services were terminated. In cross-examination he stated that he was illiterate. Some body had drafted his reply to the chargesheet, which he had signed. That person had told that its contents were in his interest and he drafted the reply of his own. The workman had told the management that his reply was incorrect. He had told it on 7th November, 1977. The workman admitted that he was working in M/s Orient Steel temporarily. And when M/s Orient Steel received his reply he was not told to go to Delhi Pulp Industry. The workman attended the conciliation proceedings. The workman admitted in cross examination that he was using the spectacle since the age of 21 years. He denied that his age was 75 years. He stated his age at 62 or 63 years. Ex. M-3 is letter of Conciliation Officer. In conciliation proceedings the representative for the workman had stated that the management had issued two chargesheets and without holding enquiry concluded that the workman was guilty. When the management came to know that the workman was not guilty they wanted to retire him. Ex. M-2 is a letter from the management to the workman dated 5th November, 1977 meaning that the workman had crossed the age of superannuation and his age was 72 or 75 years and he had become old. By this letter the management retired this workman w.e.f. 5th November, 1977 and asked him to collect his dues including gratuity. On it, there is some endorsement signed by two witnesses that the workman got its contents read over to him but refused to receive it. The address of the workman was asked but he did not give his address. Ex. M-1 is a letter from M/S. Orient Steel and to M/S. Delhi Pulp Industry that the workman was not a active due to his old age and from a letter from the workman dated 29-10-77 they found him of the age of 72—75 years as stated by the workman. They sent back Shri Narain Singh to M/s. Delhi Pulp Industries. Ex. W-3 is a letter from the workman bearing his signatures and dated 29-10-77 in which the workman himself stated that he was an old man of 70-75 years and his mind did not work soon due to his old age. The contents of this letter prove that the workman is an old man. This letter speaks regarding the courage of the workman also. Some sentences in this letter speak regarding the deteriorating and diminishing energy of the workman also. Ex. W-4 chargesheet to the workman received by the workman. Ex-2 is also another chargesheet,

The learned representative for the management cited 1979 Lab. I. C, 252. The learned representative for the workman also cited the same and 1976 I LLJ 262 and 1979 I LLJ page 82. I have gone through 1975 I LLJ 262. That was a case of loss of confidence and the management had pleaded discharge simplicitor. That ruling does not applies to this case. It is an admitted fact that the Tribunal can go into the question and can find out the reality behind the order of discharge and dismissal, although the

management might have named it discharge simpliciter. The Tribunal can find out the real intent of the order. The representative for the workman argued that when the management had given charge sheet, the management did not hold domestic enquiry. He argued that retirement was an after thought. He further argued that there is no provision in the standing orders of the management regarding retirement and when there is no such provision then the management can never retire the workman. I do not agree with this contention of the representative for the workman. If there are omissions in the Standing Orders regarding retirement, it cannot be held that the management can never retire even if the workman reaches the age of 70-75-80 or upwards. The Law and reasonableness shall prevail. Ordinarily a man is retired at the age of 55-58 or 60 years. Generally a workman or clerk retires at the age of 58 or 60 years. Formerly the age of retirement in Government service was 55 years. Some enactment applicable to the higher posts such as Judges make an exception and those special enactments have prescribed the age limit of retirement at 55 years in the case of Judges. Generally the age of retirement of Class II, III and IV employees does not exceed 60 years. The representative of the management argued section 2(R) of the Payment of Gratuity act prescribing the age of retirement at 50 years.

The arguments of the learned representative for the workman does not hold interview of a letter of the workman Ex. W-3, in which the workman himself has stated that he was an old man of 70-75 years and his mind does not work soon because of the old age. It is signed by the workman and dated by him. The workman has stated in witness box that somebody had written its draft which he signed and that the writer had told him that whatever was written was in his own interest. Ex. W-3 was written at the instance of the workman. He himself got it written. He cannot escape its effect by merely stating that somebody else had drafted it. The workman was using spectacle since the age of 21 years. The workman himself has admitted that his age was 62-63 years.

I think that the age of 62 or 63 years is a retirement age. It does not seem reasonable that the retirement of a person at the age of 62 or 63 years is unwarranted. It is a case wherein the management retired the workman. The workman's letter speaks the age of the workman as 70-75 years and the workman stated in witness box that his age was 62 or 63 years. I, therefore, hold issue No. 1 in favour of the management.

Issue No. 2:—Issue No. 2 has become redundant in view of my finding on issue No. 1. The management did not terminate the services of the workman but retired him. I hold issue No. 2 accordingly. While answering the reference, I give my award that the management did not terminate the services of the workman rather they retired him, as the workman had reached an age about 70-75 and more than 62 or 63 years. The reference is quashed. As far as relief is concerned, whatever relief for retirement the workman is entitled to as per law, rules or any other provisions having the force of law, he may have that.

Dated 13th September, 1979.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 888 dated 14th September, 1979.

Forwarded (four copies) to the Secretary to Government Haryana Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 11(112)-3Lab-79/10843—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad/in respect of the dispute between the workmen and the management of M/s. American Universal Electric (India) Ltd., Faridabad.

**BEFORE SHRI NATHU RAM SHARMA PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD**

Reference No. 146 of 1978

Between

**SHRIMATI NEELAM DUGAL WORKER LADY AND THE MANAGEMENT OF M/S.
BOLTON INDUSTRIAL CORPORATION, MATHURA RAOD, FARIDABAD**

Present.—

Shri P.K. De for the worker lady.

Shri S.L. Gupta for the management.

AWARD

By order No. FD/53-N-78/25869, dated 14th June, 1978 the Governor of Haryana referred the following dispute between the management of M/s. Bolton Industrial Corporation, Mathura Road, Faridabad and its worker lady Shrimati Neelam Dugal, to this Tribunal, for adjudication, in exercise of the powers conferred by clause(d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shrimati Neelam Dugal was justified and in order ? If not, to what relief is she entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties following issues were framed on 17th November, 1978 :—

1. Whether the worker lady lost lien on his join by absenting herself ?
2. If issue No. 1 is not proved, whether termination of services of the worker lady was justified and in order ?
3. Relief.

And the case was fixed for the evidence of the management. The management examined Shri Surya Parkash Sharma, their Time Keeper as MW-1 and Shri N.R. Khattar, their Manager and closed their case. Then the case was fixed for the evidence of the workman. The worker lady examined herself and closed her case. Then the case was fixed for arguments. Arguments have been heard. Now I give my findings issuewise :—

Issue No. 1—MW-1 stated that the worker lady was absent from 2nd February, 1978 to 15th February, 1978. The management sent her a re-call notice copy Ex-M-1 by registered A.D. Ex. M-2. the worker lady sent explanation Ex. M-3. The management sent another letter Ex. M-4 by registered A.D. Ex. M-5 and produced the certified standing Orders. In cross-examination he stated that the Attendance Register was not in his hand but she joined duties in this management since October, 1968. MW-1 stated that she knew the worker lady and she was absent from 2nd February, 1978 and thereafter she never turned up for joining duty. He wrote her a letter dated 9th February, 1978 copy Ex. M-1 but she did not turn up. Ex. M-3 is the letter of the worker lady. Her explanation was not satisfactory. On 2nd February, 1978 her father came to him at about 11-00 A.M. and gave him Ex. M-7 which was written by her father in the presence of MW-2. The management again sent the original of Ex. M-4 to the worker lady. He stated that all leave applications reach him and he received no application of the worker lady for leave. The worker lady absented her self straight away. In cross-examination he stated that the worker lady was in their employment since 1975. He could not say whether at any time the worker lady obtained leave or not without reference to records but during this period she was absent. He could not say whether the worker lady was in Safdarjang Hospital. He also stated all procedures of grant of leave. He denied a suggestion that on 2nd February, 1978 the worker lady was on sanctioned leave. He further denied that the worker lady came to join duty on 13th February, 1978. WW-1 the worker lady stated that she was admitted in Hospital in January, 1978 and she had gone leave after getting her leave sanctioned upto 12th February, 1978. On 13th February, 1978 she went to join her duty but Mr. Khattar told her to go home. She stated that her father lived separately from them for the last five years and does not interfere in their domestic affairs. Her father did not provide meals to them. She admitted that she and her father lived in one house but separately and took their food separately and was unemployed. In cross-examination she stated that she wrote Ex. M-3 under threat. She admitted her signatures on A.D. form Ex. M-2 and Ex-5. She left the hospital on 9th January and joined duty on 10th January. She went to join duty with her fitness certificate. Then she had been told that she was unfit as she had been operated upon. But she performed her duty since 10th January, 1978 continuously. Her services were terminated on 13th February, 1978. She did not reply Ex. M-1 and M-3 and stated that she never went out of Faridabad, in the month of February. She could not say whether Ex. M-7 was in the hand of his father. She denied her absence. She stated that she worked in the factory upto 1st February after 10th January and was on leave upto 12th February, 1978. Ex. M-2 bear the signatures of the worker lady. She had put date of receipt dated as 13th February, 1978. Ex. M-1 dated 9th February, 1978 was sent by registered A.D. Ex. M-3 reads that she had sent her application for leave and she had gone to Indore telling about it to her mother and brother. No threat seems to have been administered to the worker lady for obtaining this letter. This letter is dated 14th February, 1978 and reference of management letter's is given in it. She had admitted this to be her. Ex. M-4 is letter from the management to the worker lady informing her that she had lost lien in accordance with clause 12, 8 of certificate standing orders and she could collect her dues and her explanation was not found satisfactory. Ex. M-5 is A.D. form bearing signatures of the worker lady. Ex. M-6 is the standing orders. Ex. M-7 is a letter from the father of the worker lady to the management informing that some person had kidnapped her daughter from 2nd February, 1978 requesting the management that the worker lady should not be taken back on duty as she had gone away without consent.

From the evidence, I reached the conclusion that the worker lady absented herself without information or permission from the management. Her leave is not proved even her father has given in writing against her to the management. I, therefore, find issue number 1 in favour of the management.

Issue No. 2.—Issue No. 2 does not arise as issue No. 1 has been proved in favour of the management. The management did not terminate the services of the worker lady. I decide this issue accordingly.

Issue No. 3.—The worker lady is not entitled to any relief. While answering the reference, I quash the reference and give my award that it was the worker lady who lost her lien by remaining absent for more than the period prescribed in the certified standing orders and the management did not terminate her services. She is not entitled to any relief.

NATHU RAM SHARMA,

Dated the 24th August, 1979.

Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

No. 822, dated 4th September, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour & Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

No. 11(112)-3Lab-79/10844.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workman and the management of M/s Chopra Enterprises, Sector 27, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 173 of 1979

between

SHRI PREM KUMAR, WORKMAN AND THE MANAGEMENT OF M/S CHOPRA ENTERPRISES, SECTOR 27, FARIDABAD

Present—

Shri P.K. De, for the workman.

Nemo, for the management

AWARD

By order No. ID/22357, dated 23rd May, 1979, Governor of Haryana referred the following dispute between the management of M/s. Chopra Enterprises, Sector 27, Faridabad and its workman Shri Prem Kumar, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act.—

Whether the termination of services of Shri Prem Kumar was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The workman appeared but the management did not appear despite service of notice. And the case was fixed for the *ex-parte* evidence of the workman and the management was proceeded against *ex-parte*. The workman examined himself as his own witness and stated that he was working as an Operator at Rs. 200 p.m. from May, 1976, under the management. The management had laid him off for 45 days and when he went on duty thereafter the management did not take him on duty, nor issued any notice or charge-sheet. I believe in the *ex-parte* statement of the workman. The management terminated his services without any justification. I give my award that the services of the workman were terminated unjustifiably. The workman is entitled to reinstatement with continuity of service and with full back wages. I set aside the termination of his services.

Dated the 31st August, 1979.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 830, dated 4th September, 1979.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour & Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 11(112)-3Lab-79/10845.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/s Larsen and Toubro Ltd., NIT, Faridabad.

BEFORE SHRI NATHU RAM, SHARMA PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 139 of 1978

between

SHRI S.K. LAHIRY, WORKMAN AND THE MANAGEMENT OF M/S LARSEN AND TOUBRO
LIMITED NIT FARIDABAD.

Present :—

Shri P.K. De, for the workman
Shri Jagat Arora, for the management.

AWARD

By order No. ID/FD/79-78/17322, dated 4th May, 1978, the Governor of Haryana referred the following dispute between the management of M/s Larsen and Toubro Limited, NIT, Faridabad and its workman Shri S. K. Lahiry, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section(1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of service of Shri S.K. Lahiry was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, following issues were framed on 19th September, 1978 :—

- (1) Whether the workman resigned his job ?
- (2) Whether the workman was employed temporarily for a specific period and has that period expired ? If so, to what effect ?
- (3) If issues No. 1 and 2 are not found in favour of the management, whether the termination of services of the workman was justified and in order ? If not, to what relief is he entitled ?

And the case was fixed for the evidence of the management. The management obtained several adjournments. Lastly a settlement was arrived at between the management and the workman and the parties prayed for an award in terms of the settlement. The workman stated that in case the management paid him a sum of Rs. 2000 only including all his dues and claims he was prepared to give up his dispute. The representative for the management agreed and stated that the workman may collect this sum from the office of the management on 27th August, 1979, or after wards. I, accept the settlement and give my award that the workman is entitled to receive a sum of Rs. 2,000 only from the management including all his dues and claims and thereupon this dispute shall be deemed as having been settled. The management do pay this amount of Rs 2,000 only to the workman, the workman shall have no right of reinstatement or re-employment.

Dated the 31st August, 1979.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 829, dated the 4th September, 1979.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.